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21 Attorneys for Plaintiffs

22 **UNITED STATES DISTRICT COURT**
23 **SOUTHERN DISTRICT OF CALIFORNIA**

24 JESUS MARTINEZ, an individual, on behalf of
25 himself and all others similarly situated,

26 Plaintiffs,

27 vs.

28 CACH, LLC, and DOES 1 through 25

Defendant.

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FILED

10 AUG -4 PM 3:04

CLERK, U.S. DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA

DEPUTY

10 CV 1625 DMS

JMA

CASE NO.:

**CLASS ACTION COMPLAINT FOR
VIOLATIONS OF THE FEDERAL
FAIR DEBT COLLECTION
PRACTICES ACT AND VIOLATIONS
OF THE ROSENTHAL ACT**

DEMAND FOR JURY TRIAL

INTRODUCTION

1
2 1. Plaintiff Jesus Martinez, through his counsel, brings this action to challenge the
3 acts of CACH, LLC (hereinafter "CACH") regarding attempts by Defendant to unlawfully and
4 abusively collect a debt allegedly owed by Plaintiff, and this conduct caused Plaintiff damages.

5 2. Plaintiff makes these allegations on information and belief, with the exception of
6 those allegations that pertain to a plaintiff, or to a plaintiff's counsel, which Plaintiff alleges on
7 personal knowledge.

8 3. While many violations are described below with specificity, this Complaint alleges
9 violations of the statutes cited in their entirety.

10 4. Any violations by Defendant were knowing, willful, and intentional, and Defendant
11 did not maintain procedures reasonably adapted to avoid any such violation.

JURISDICTION AND VENUE

12
13 5. Jurisdiction of this Court arises pursuant to 28 U.S.C. § 1331 (federal question), 15
14 U.S.C. § 1692(k), and 28 U.S.C. § 1367 for supplemental state claims.

15 6. This action arises out of Defendant's violations of the Fair Debt Collection
16 Practices Act, 15 U.S.C. §§ 1692 et seq. ("FDCPA") and the Rosenthal Fair Debt Collection
17 Practices Act, California Civil Code §§ 1788-1788.32 ("Rosenthal Act").

18 7. As CACH does business in the state of California, and committed the acts that
19 form the basis for this suit in the state of California, this Court has personal jurisdiction over
20 CACH for purposes of this action.

21 8. Venue is proper in this district pursuant to 28 U.S.C. § 1391 in that many of the
22 acts and transactions giving rise to this action as alleged in this complaint occurred in this district.

PARTIES

23
24 9. Plaintiff is a natural person, an adult, and resides in San Diego County, California.

25 10. Plaintiff is informed and believes and thereon alleges that Defendant CACH, LLC
26 ("CACH") is a Colorado limited liability company, or LLC, doing business in the state of
27 California and, in particular, San Diego County.

28 ///

1 11. Defendant is a person who uses an instrumentality of interstate commerce or the
2 mails in a business the principal purpose of which is the collection of debts, or who regularly
3 collects or attempts to collect, directly or indirectly, debts owed or due or asserted to be owed or
4 due another and is therefore a debt collector as that phrase is defined by 15 U.S.C. § 1692a(6).

5 12. Defendant, in the ordinary course of business, regularly, on behalf of himself,
6 herself, or others, engages in debt collection as that term is defined by California Civil Code §
7 1788.2(b), is therefore a debt collector as that term is defined by California Civil Code §
8 1788.2(c).

9 13. Plaintiff is obligated or allegedly obligated to pay a debt, and is a “consumer” as
10 that term is defined by 15 U.S.C. § 1692a(3).

11 14. Plaintiff is a natural person from whom a debt collector sought to collect a
12 consumer debt which was due and owing or alleged to be due and owing from Plaintiff, and is a
13 “debtor” as that term is defined by California Civil Code § 1788.2(h).

14 15. This case involves money, property or their equivalent, due or owing or alleged to
15 be due or owing from a natural person by reason of a consumer credit transaction. As such, this
16 action arises out of a consumer debt and “consumer credit” as those terms are defined by Cal. Civ.
17 Code § 1788.2(f).

18 **FACTS COMMON TO ALL CLAIMS**

19 16. Sometime before December 8, 2009, Plaintiff is alleged to have incurred certain
20 financial obligations to Bank of America, NA.

21 17. These financial obligations were primarily for personal, family or household
22 purposes and were therefore a “debt” as that term is defined at 15 U.S.C. §1692a(5).

23 18. These alleged obligations were money, property, or their equivalent, which is due
24 or owing, or alleged to be due or owing, from a natural person to another person and are therefore
25 a “debt” as that term is defined by California Civil Code §1788.2(d), and a “consumer debt” as
26 that term is defined by California Civil Code §1788.2(f).

27 19. Subsequently, but before December 8, 2009, the alleged debt was allegedly
28 assigned, placed, or otherwise transferred, to Defendant CACH for collection.

1 20. On December 8, 2009, CACH filed a Complaint in the Superior Court of
2 California for the County of San Diego against Mr. Martinez claiming a debt, based on the above
3 alleged debt to Citibank (South Dakota) NA, based on theories of Breach of Contract, Open Book
4 Account and Account Stated.

5 21. The case number of the above December 8, 2009 Complaint was 37-2009-
6 00062391-CL-CL-NC. A copy of this December 8, 2009 Complaint is attached as Exhibit A.

7 22. In the above December 8, 2009 Complaint, CACH claimed a right to 24.50 percent
8 fixed interest on the debt alleged.

9 23. However, CACH did not have the right to charge 24.5 percent fixed interest on the
10 debt alleged, or any fixed rate of interest at greater than California's legal rate of 10 percent.

11 24. CACH did not hold rights under any contract with Mr. Martinez giving CACH,
12 Bank of America, or any other party, the right to charge 24.5 percent fixed interest, or any other
13 fixed rate of interest.

14 25. On March 22, 2010, CACH filed a "Declaration in Support of Entry of Judgment
15 by Default by Court" in the above action, in which CACH's authorized agent Kara Egizi declared
16 that a Bank of America form contract attached to Ms. Egizi's declaration as Exhibit A was the
17 contract governing the account at issue.

18 26. This Bank of America form contract provided for a variable interest rate, not a
19 fixed rate of 24.5 percent.

20 27. A copy of Ms. Egizi's Declaration and the Bank of America form contract are
21 attached as Exhibit B.

22 CLASS ACTION ALLEGATIONS

23 28. Plaintiff brings this action on behalf of himself and the members of the following
24 class ("Class One") defined as (i) all persons that are "consumers" as that term is defined by 15
25 U.S.C. § 1692a(3); (ii) that were sued by Defendant CACH (iii) in any California Superior Court;
26 (iv) within one year prior to the filing of this action; (v) for variable-rate financial obligations
27 allegedly owed at one time to any creditor that subsequently assigned, placed, or otherwise
28 transferred to Defendant CACH for collection; (vi) where said obligations were primarily for

1 personal, family or household purposes; and (vii) where Defendant CACH claimed a right to a
2 fixed rate of interest greater than California's legal rate of ten percent.

3 29. Plaintiff brings this action on behalf of himself and the members of the following
4 class ("Class Two") defined as (i) all persons that are "consumers" as that term is defined by
5 California Civil Code § 1788.2(b); (ii) that were sued by Defendant CACH (iii) in any California
6 Superior Court; (iv) within one year prior to the filing of this action; (v) for variable-rate financial
7 obligations allegedly owed at one time to any creditor that subsequently assigned, placed, or
8 otherwise transferred to Defendant CACH for collection; (vi) where said obligations were
9 primarily for personal, family or household purposes; and (vii) where Defendant CACH claimed a
10 right to a fixed rate of interest greater than California's legal rate of ten percent.

11 30. For purposes of the First Claim for Relief, the FDCPA Claim, the class period is
12 one year prior to the filing of the Original Complaint.

13 31. For purposes of the Second Claim for Relief, the Rosenthal Act Claim, the class
14 period is one year prior to the filing of the Original Complaint.

15 32. Defendants' conduct has imposed a common injury on the members of Class One
16 and Class Two.

17 33. Defendants have acted, and refused to act, on ground generally applicable to Class
18 One and Class Two, which makes final injunctive relief with respect to each claim as a whole
19 appropriate.

20 34. The representative Plaintiff faithfully represents, and is a member of, Class One
21 and Class Two.

22 35. Class One is composed of hundreds or thousands of persons, the joinder of which
23 would be impractical.

24 36. Class Two is composed of hundreds or thousands of persons, the joinder of which
25 would be impractical.

26 37. The individual identities of the individual members are ascertainable through
27 Defendant's records or by public notice.

28 ///

1 38. There is a well-defined community of interest in the questions of law and fact
2 involved affecting the members of Class One.

3 39. There is a well-defined community of interest in the questions of law and fact
4 involved affecting the members of Class Two.

5 40. The questions of law and fact common to Class One and Class Two predominate
6 over questions affecting only individual class members, and include, but are not limited to, the
7 following:

8 (a) Whether Defendant violated the Fair Debt Collection Practices Act, 15
9 U.S.C. §§ 1692 et seq.;

10 (b) Whether Defendants violated California's Rosenthal Act, Cal. Civ. Code §§
11 1788 et seq.;

12 (c) Whether Class One is entitled to the remedies available to Plaintiff under
13 the FDCPA;

14 (d) Whether Class Two is entitled to the remedies available to Plaintiff in
15 California's Rosenthal Act;

16 (e) Whether Class One is entitled to an award of reasonable attorneys' fees and
17 costs of suit pursuant to the FDCPA;

18 (f) Whether Class Two is entitled to an award of reasonable attorneys' fees and
19 costs of suit pursuant to California's Rosenthal Act;

20 (g) Whether Class One is entitled to any other remedies; and

21 (h) Whether Class Two is entitled to any other remedies.

22 (i) Whether it was appropriate to claim an interest rate beyond the legal rate in
23 actions made by Defendant against members of Class One and Class Two to collect
24 outstanding debts.

25 41. Plaintiff will fairly and adequately protect the interests of both classes.

26 42. Plaintiff retained counsel experienced in handling class claims and claims
27 involving unlawful collection practices.

28 ///

43. Plaintiff's claims are typical of the claims of both classes, which all arise from the same operative facts involving unlawful collection practices.

44. A class action is a superior method for the fair and efficient adjudication of this controversy. Class-wide damages are essential to induce Defendant to comply with Federal and State Law. The interest of class members in individually controlling the prosecution of separate claims against Defendant is small because the maximum statutory damages in an individual FDCPA action are \$1,000.00 and an additional \$1,000.00 under California's Rosenthal Act. Management of these claims are likely to present significantly fewer difficulties than those presented in many class claims, such as claims for securities fraud.

45. Defendant has acted on grounds generally applicable to the class, thereby making appropriate final declaratory relief with respect to the class as a whole.

46. Plaintiff requests certification of a hybrid class combining the elements of Rule 23(b)(3) for monetary damages and Rule 23(b)(2) for equitable relief.

47. Unless a class is certified, Defendants will retain monies received as a result of its conduct taken against the members of each class and the Plaintiff. Unless a class-wide injunction for each class is issued, Defendants will continue to commit the violations alleged, and members of each class will continue to be harmed.

FIRST CAUSE OF ACTION

(Class Claim for violations of the FDCPA by CACH)

48. Plaintiff and the member of Class One repeat, re-allege, and incorporate by reference all the allegations contained in the paragraphs above.

49. Based on information and belief, Defendant CACH violated the FDCPA. Defendant's violations include, but are not limited to the following:

- a. 15 U.S.C. §1692e by making a false, misleading or deceptive misrepresentation in connection with the collection of a debt
- b. 15 U.S.C. §1692f(1) by collecting an amount not authorized by agreement or statute by claiming a right to collect a fixed rate of interest over ten percent, when CACH is not authorized to do so under any agreement or statute; and

c. 15 U.S.C. §1692f by using an unfair or unconscionable means to collect or attempt to collect a claimed debt.

50. As a proximate result of each and every violation of the FDCPA committed by Defendant CACH during the Class Period, Plaintiff and the members of Class One are entitled to any actual damages pursuant to 15 U.S.C. § 1692k(a)(1); statutory damages in an amount up to \$1,000.00 each pursuant to 15 U.S.C. § 1692k(a)(2)(A); and, reasonable attorney's fees and costs pursuant to 15 U.S.C. § 1692k(a)(3) from Defendant CACH.

SECOND CAUSE OF ACTION

(Class Claim for violations of the Rosenthal Act by CACH)

51. Plaintiff and the member of Class Two repeat, re-allege, and incorporate by reference all the allegations contained in the paragraphs above.

52. Based on information and belief, Defendant CACH's acts and omissions violated *California Civil Code § 1788 et seq*, including, but not limited to the following sections: *California Civil Code § 1788.17*.

53. Based on information and belief, Defendant's violations of *California Civil Code § 1788.17*, which incorporates several of the provisions of the FDCPA, include:

- a. 15 U.S.C. §1692e by making a false, misleading or deceptive misrepresentation in connection with the collection of a debt;
- b. 15 U.S.C. §1692f(1) by collecting an amount not authorized by agreement or statute by claiming a right to collect a fixed rate of interest over ten percent, when CACH is not authorized to do so under any agreement or statute; and
- c. 15 U.S.C. §1692f by using an unfair or unconscionable means to collect or attempt to collect a claimed debt.

54. Defendant's violations of the Rosenthal Act were willful and knowing, thereby entitling Plaintiff to statutory damages pursuant to *Civil Code § 1788.30(b)*.

55. As a proximate result of each and every violation of the Rosenthal Act committed by Defendant CACH during the Class Period, Plaintiff and the members of Class Two are entitled to any actual damages pursuant to *California Civil Code § 1788.30(a)*; statutory damages in an

1 amount up to \$1,000.00 each pursuant to California Civil Code § 1788.30(b); and, reasonable
2 attorney's fees and costs pursuant to California Civil Code § 1788.30(c) from Defendant CACH.

3 **PRAYER FOR RELIEF**

4 WHEREFORE, Plaintiff and the members of Class One and Class Two pray that
5 judgment be entered against Defendant CACH, and pray for the following relief:

- 6 1. An award of actual damages pursuant to 15 U.S.C. § 1692k (a)(1) against
7 Defendant CACH and for the Plaintiff and the members of Class One;
- 8 2. An award of statutory damages of \$1,000.00 each pursuant to 15 U.S.C. §
9 1692k(a)(2)(A) against Defendant CACH and for the Plaintiff and the members of Class One;
- 10 3. An award of actual damages pursuant to California Civil Code § 1788.30(a) against
11 Defendant CACH and for Plaintiff and the members of Class Two;
- 12 4. An award of statutory damages of \$1,000.00 each pursuant to California Civil
13 Code § 1788.30(b) against Defendant CACH and for Plaintiff and the members of Class Two;
- 14 5. An award of costs of litigation and reasonable attorney's fees, pursuant to 15
15 U.S.C. § 1692k(a)(3) and California Civil Code § 1788.30(c) against Defendant CACH; and
- 16 6. Such other and further relief this court may deem just and proper.

17 **JURY DEMAND**

- 18 1. Plaintiff demands a trial by jury.

19
20 DATED: August 3, 2010

21 BY: 

22 Stephen Recordon
23 Attorney for Plaintiffs
24
25
26
27
28

JS 44 (Rev. 12/07)

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

I. (a) PLAINTIFFS

JESUS MARTINEZ, an individual, on behalf of himself and all others similarly situated

(b) County of Residence of First Listed Plaintiff San Diego
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorney's (Firm Name, Address, and Telephone Number)

Stephen Recordon, Recodron & Recordon, 225 Broadway, Ste 1900, San Diego, CA 92101, 619-232-1717

DEFENDANTS

CACH, LLC

10 AUG -4 PM 3:03

County of Residence of First Listed Defendant Denver, Colorado
(EXCEPT IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE LAND INVOLVED.

Attorneys (If Known)

10 CV 1 625 DMS

JMA

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
- ☒ 3 Federal Question (U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant
- ☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | | | | | |
|-----------------------------------------|----------------------------|----------------------------|---------------------------------------------------------------|----------------------------|----------------------------|
| | PTF | DEF | | PTF | DEF |
| Citizen of This State | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury PERSONAL INJURY <input type="checkbox"/> 362 Personal Injury - Med. Malpractice <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs. <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 463 Habeas Corpus - Alien Detainee <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input checked="" type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 440 Other Civil Rights	PRISONER PETITIONS <input type="checkbox"/> 510 Motions to Vacate Sentence Habeas Corpus: <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition		

V. ORIGIN

(Place an "X" in One Box Only)

- ☒ 1 Original Proceeding
- ☐ 2 Removed from State Court
- ☐ 3 Remanded from Appellate Court
- ☐ 4 Reinstated or Reopened
- ☐ 5 Transferred from another district (specify)
- ☐ 6 Multidistrict Litigation
- ☐ 7 Appeal to District Judge from Magistrate Judgment

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

15 U.S.C. Sec 1692

Brief description of cause:

Violation of Fair Debt Collection Practices Act

VII. REQUESTED IN COMPLAINT:

☒ CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23

DEMAND \$ In Excess of \$1,000,000

CHECK YES only if demanded in complaint: JURY DEMAND: ☒ Yes ☐ No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE

DOCKET NUMBER

DATE

08/03/2010

SIGNATURE OF ATTORNEY OF RECORD

Steph E Recordon

FOR OFFICE USE ONLY

RECEIPT # 16611

AMOUNT \$350

8/4/10

APPLYING IFP

JUDGE

MAG. JUDGE

Court Name: USDC California Southern
Division: 3
Receipt Number: CAS016611
Cashier ID: bhartman
Transaction Date: 08/04/2010
Payer Name: NICOLAS AND BUTLER

CIVIL FILING FEE
For: MARTINEZ V CACH LLC
Case/Party: D-CAS-3-10-CV-001625-001
Amount: \$350.00

CHECK
Check/Money Order Num: 2599
Amt Tendered: \$350.00

Total Due: \$350.00
Total Tendered: \$350.00
Change Amt: \$0.00

There will be a fee of \$45.00
charged for any returned check.